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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

UPPER BRANCH PRODUCTIONS,
INC., a California corporation,

Plaintiff,

v.

INNERWORKINGS, INC., an Illinois
corporation; *et al.*

Defendants.

Case No.: CV12-8789 MWF (RZx)

Hon. Michael W. Fitzgerald

DEFENDANT INNERWORKINGS,
INC.'S ANSWER TO SECOND
AMENDED COMPLAINT

1 Defendant InnerWorkings, Inc. ("IWI") hereby answers Plaintiff's Second
2 Amended Complaint as follows.

3 1. The allegations of paragraphs 1 and 2 of the Second Amended Complaint
4 contain Plaintiff's legal conclusions and therefore no response is required. To the
5 extent a response is deemed required, the allegations of paragraphs 1 and 2 are denied.

6 2. IWI is without sufficient information to permit it either to admit or deny
7 the allegations of paragraph 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
8 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43,
9 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66,
10 67, 68, 69, 70, 71, 72, 73, 75, 76, 84, 92, 93, 96, 97, 109, 110, 113, 114 of the Second
11 Amended Complaint and, therefore, denies said allegations.

12 3. IWI admits the allegations of paragraph 4 of the Second Amended
13 Complaint.

14 4. With respect to paragraphs 74, 94, 95, 111, 112 of the Second Amended
15 Complaint, IWI admits that Plaintiff deposited copies of the claimed Works and
16 copies of computer files of the artwork to accompany the claimed Works with Idea
17 Media with the understanding that Idea Media would create duplicate copies of the
18 claimed Works from the copies provided. IWI denies the remaining allegations of
19 paragraphs 62, 74, 94, 95, 111, 112 of the Second Amended Complaint.

20 5. With respect to paragraphs 77, 78, 79, 98, 100, 115, 117 of the Second
21 Amended Complaint, IWI admits that it received a cease and desist communication
22 from Plaintiff in September 2012, and has complied. IWI further admits that it
23 received email communications sent on behalf of Upper Branch in June 2010 and
24 November 2010 and that such email communications speak for themselves. IWI
25 denies the allegations of paragraphs 77, 78, 79, 98, 100, 115, 117 to the extent such
26 allegations are inconsistent with the email communications. IWI is without sufficient
27 information to permit it either to admit or deny the remaining allegations of
28 paragraphs 77, 78, 79, 98, 100, 115, 117 and, therefore, denies said allegations.

(Commercially Lawful Transaction)

2. At all times, defendant acted in a commercially reasonable and lawful manner.

(Failure to Protect Its Rights)

3. Plaintiff failed to protect and/or enforce its alleged rights.

4. The alleged damages sustained by plaintiff, if any, are the proximate result of the acts and/or omissions of parties over which Defendant exercised no control.

5. Plaintiff alleges that it had transferred ownership in some of the Works to one or more of the Defendants. Because Plaintiff is not the current copyright owner of some of the Works, it has no standing to assert any claims of infringement against IWI concerning such Works.

6. Plaintiff had transferred ownership in some of the Works and therefore, Plaintiff had forfeited its rights in such Works.

7. Because Plaintiff had transferred ownership in some of the Works, Plaintiff abandoned its rights in such Works.

8. Plaintiff granted IWI an express license to copy and distribute the Works, and such license was of unlimited duration and was not revoked by the Plaintiff.

9. Plaintiff granted IWI an implied license to copy and distribute the Works, and such license was of unlimited duration and was not revoked during applicable times by the Plaintiff.

10. The statute of limitations of three years for copyright infringement precludes Plaintiff from asserting any rights in the Works.

11. Plaintiff states that it was aware of Defendant IWI's copying and distribution of the Works, but Plaintiff failed to stop any such activity; this constitutes laches.

1 12. Plaintiff states that it was aware of Defendant IWI's copying and
2 distribution of the Works, but Plaintiff failed to stop any such activity; this constitutes
3 waiver.

4 13. Plaintiff states that it was aware of Defendant IWI's copying and
5 distribution of the Works, and so Plaintiff is estopped from claiming infringement in
6 the Works by IWI.

7 14. Plaintiff states that it was aware of Defendant IWI's copying and
8 distribution of the Works, and so Plaintiff acquiesced to Defendant IWI's activities.

9 15. To the extent Defendant IWI is found liable for infringement, IWI is an
10 innocent infringer under 17 U.S.C. 504(c)(2).

11 **WHEREFORE**, Defendant, InnerWorkings, Inc. prays that the Second
12 Amended Complaint be dismissed with costs, that Defendant IWI recover from
13 Plaintiff its reasonable attorney fees and costs, and that Defendant, InnerWorkings,
14 Inc., have such other and further relief as to the Court may seem just.

15
16 Dated: March 8, 2013

LAW OFFICE OF FRANK A. KONECNY

17
18 By: s/Frank A. Konecny

Frank A. Konecny

Attorney for Defendant InnerWorkings, Inc.

19
20 Dated: March 8, 2013

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